

### **REMARKS**

Reconsideration of this application, as amended, is respectfully requested.

Claims 1-96 are pending. Claims 1-96 stand rejected.

Claims 1, 24, 47, 61, and 75 have been amended. Support for the amendments is found in the specification, the drawings, and in the claims as originally filed. Applicants submit that the amendments do not add new matter.

### **Rejections Under 35 U.S.C. § 103(a)**

Claims 1-96 stand rejected under 35 U.S.C. § 103 as being unpatentable over Expertcity.com's Internet service, as disclosed in "Expertcity.com Launches Premier Online Marketplace for Expert Services" (which states that the Expertcity.com web site was launched on August 30, 1999) ("Expertcity") and "Rent-An-Expert on the Web" ("RAE"), in view of Weinstein et al., U.S. Patent Publication No. 2001/0026609 ("Weinstein"). The Examiner states

As per claim 1, Expertcity.com teaches an expert system wherein multiple customers (one-at-a-time) can pay to communicate with an expert, i.e., a service provider; however, Expertcity.com fails to explicitly teach the connection of both a first and second customer to a service provider at the same time. Weinstein makes up for this deficiency in his teaching of "group expert calls" (§§ 112, 115). An expert offers a scheduled time during which various customers can pay for the opportunity to participate in a group call with the expert. These group expert calls "facilitate the more equitable marketing of people's time on the phone" (§ 25), thereby providing an easily accessible forum for experts to market their revenue-generating services. Both Expertcity.com and Weinstein provide readily accessible forums where experts can market their services to the public; therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time the Applicant's invention to implement Weinstein's group expert call feature with Expertcity.com's expert system such that an expert can consult with both a first and second customer at the same time in order to facilitate the more equitable marketing of the experts' time on the phone, thereby providing an easily accessible forum for experts to market their revenue-generating services.

(p. 7-8, Office Action 4/1/04)

Weinstein states

A group call scheduling feature allows experts to book a conference bridge to host group expert question & answer sessions or teleclasses. In a preferred embodiment, the expert is charged a fixed fee for the teleconference bridge rental, and (in exchange for listing the expert group call on a central website) is charged a fraction of the Incoming billing rate they choose to charge each participant of the group call. In a preferred embodiment, time on group calls is scheduled through an interface similar to the one shown in FIG. 19, only the schedulable a block of time doesn't disappear from Graphical Schedule 1901 and schedule table 1903 until the maximum number of participants allowable on the teleconference have all scheduled that block of time.

(Paragraph [0012])

In a preferred embodiment, billing for participants in group expert calls (teleclasses, Q&A sessions, etc.) is computed by assuming that all participants who do not cancel their sign-up for the call within some fixed time before the call are billed for the whole call, whether they actually participate or not. In an alternate preferred embodiment, call participants are only billed for the amount of time they actually participate in the call. This type of billing may be preferable for calls where a waiting list is allowed and where some participants may be admitted to the call as others sign off. If the conferencing is hosted by call conferencing hardware 843 connecting multiple lines of Outbound Call Engine 821, then the Information indicating which participant has hung up is immediately available from Outbound Call Engine 821 as soon as a participant hangs up. If the conferencing is hosted by External Telebridge 849, then SS7 Network interface 823 may periodically acquire status information on all the calls it set up to find out which participants are still on the conference call and which have hung up. When it is found that a customer has hung up, a customer who is on the waiting list can be added to the call, and the billing can be stopped for the customer who has hung up.

(Paragraph [0015])

Applicants respectfully submit, however, that claim 1 is not obvious under 35 U.S.C. § 103 in view of Expertcity, RAE, and Weinstein. Claim 1, as amended, includes the limitations

A method comprising:

- displaying a service provider and a service provider rate for communicating with the service provider and a real-time indication of whether the service provider is currently providing information;

- receiving a request from a first customer to communicate with the service provider;

- connecting the first customer to the service provider through a link capable of transmitting from the service provider to the first customer;

- receiving a request from a second customer to communicate with the service provider;

- connecting the second customer to the service provider through a link capable of transmitting from the service provider to the second customer while the

first customer is coupled to the service provider such that any information conveyed to the second customer is conveyed to the first customer;

billing the first customer automatically based on the time during which the link to the first customer is maintained; and

billing the second customer automatically based on the time during which the link to the second customer is maintained.

(Amended claim 1) (Emphasis added)

Applicants respectfully submit that RAE does not disclose the limitation of connecting a second customer to a service provider concurrently with a first customer as stated by the Examiner. RAE discloses a system whereby a user inputs a “problem”. The response to this input is one or more “bids” that advise i) if the expert can solve the problem, and ii) how much time it will take (or alternatively an offer to research the problem). The customer then selects one of the bids. At this point, a Java application is downloaded to the user’s PC and permits an exchange of messages through the user’s browser. There is no disclosure in RAE that a second customer is connected to the service provider while the first customer is coupled to the service provider. RAE may be construed to imply as much as the expert could be engaged in the exchange of messages with more than one customer over a same time period.

To clarify the distinction between the invention as claimed and the scheme described in RAE, the applicants have amended the claims to include the limitation that any information conveyed to the second customer is conveyed to the first customer. This limitation makes clear that the second customer has joined the exchange of information between the service provider and the first customer.

Further, applicants have amended the claims to include the limitation of a “real-time indication of whether the service provider is currently providing information.” This is distinguished from an indication as to whether a service provider is available to be queried for information (i.e., receive “problems” from a customer) or is scheduled to provide information (i.e., through a scheduled broadcast).

In contrast, none of Expertcity.com, RAE or Weinstein disclose these limitations. Applicants respectfully submit, therefore, that amended claim 1 is not rendered obvious by any

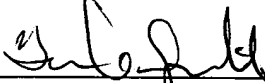
of Expertcity.com, RAE or Weinstein, alone or in combination. Given that the remainder of the independent claims, 24, 47, 61, and 75 contain the limitations of information conveyed to the second customer being conveyed to the first customer and real-time indication of whether the service provider is currently providing information, applicants respectfully submit that claims, 24, 47, 61, and 75 are, likewise, not rendered obvious by any of Expertcity.com, RAE or Weinstein, alone or in combination. Further, applicants respectfully submit that claims 2-23, claims 25 – 26, claims 48 – 60, and claims 76 – 96, are likewise not rendered obvious by any of Expertcity.com, RAE or Weinstein, alone or in combination, due to their dependency on claims 1, 24, 47, 61, and 75, respectively.

Moreover, applicants respectfully maintain that Expertcity and RAE do not teach or suggest a combination with Weinstein, and that Weinstein does not teach or suggest a combination with Expertcity and RAE as discussed in the previous response. The Examiner states that “there is an understood rate” in the “bid” of RAE. Applicants respectfully submit that this “understood rate” amounts to a generally understood approximation of the value of the expert’s time. This rate is used vis-à-vis the formulation of a bid and is based on an estimated time to resolve the “problem,” but has no relationship to the time the customer and expert are connected. For example, an expert may formulate a complete solution to the customer’s “problem” over a period of several hours, and may then transmit this solution to the customer in seconds.

It is respectfully submitted that in view of the amendments and arguments set forth herein, the applicable rejections and objections have been overcome. If there are any additional charges, please charge Deposit Account No. 02-2666 for any fee deficiency that may be due.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Date: 6/25/04 By:   
Tom Van Zandt  
Reg. No. 43,219

12400 Wilshire Boulevard  
Seventh Floor  
Los Angeles, California 90025  
(408) 720-8300